

HOW TO HANDLE CONTRACTING UNDER AN No. 1092 (1924)

SUBJECT: Contracting for Management and Financial Analysis

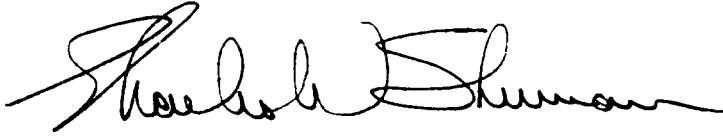
STATE OFFICE

1. State Director, Farmer Program Chief, and State Contracting Officer will serve as a Technical Review Committee (TRC) under this Administrative Notice. The TRC will meet and:
 - A. Review the AN and attached contract in detail. Any questions should be directed to Lynn Pickinpaugh, Farmer Programs, National Office. (475-4020)
 - B. Determine county supervisors who will be delegated contracting officer authority under this AN. Determine the county supervisors who do not qualify as contracting officers and will be designated contracting officer's representatives (COR).
 - C. Prepare memorandum to county supervisors which will contain delegation of authority as contracting officer or COR, as appropriate. Memorandum should also contain a determination by the State Director as to whether contractors can serve more than one county office and issue any special instructions to the county supervisors.
 - D. Make sufficient copies of the contract to meet the county supervisors needs in soliciting quotes.
2. TRC will review contract bids forwarded to the State Office by the county supervisors using the technical evaluation criteria contained in paragraph E (Specifications-Articles or services) of the contract and select the contractors for each county area to be served.

COUNTY SUPERVISORS

1. Memorandum from State Director containing delegation authority and instructions will be sent to each county supervisor along with a copy of the AN and contracts.
2. County supervisors will carefully review the State Director's memorandum and the AN. The county supervisors must be familiar with the provisions of the contract and AN.
3. County Supervisors will need to consult with the State Contracting Officer on any questions concerning contracting procedures and policies with respect to administering this project.

The attached solicitation is the prescribed format to be adopted as needed in your state. We are also attaching an information sheet which provides the steps for handling contracting under this AN.

A handwritten signature in black ink, appearing to read "Charles W. Shuman". The signature is fluid and cursive, with a large initial "C" and "S".

CHARLES W. SHUMAN
Administrator

Attachments: Specifications for solicitation
Information sheet

Contracts will be awarded so that a maximum of two Contractors are available to each county office. One Contractor will be experienced in farm lending and one experienced in farm management. A separate contract will be provided to individuals or organizations with expertise in financial analysis and a separate contract to individuals or organizations with a high degree of expertise in farm management. To the extent possible, the two Contractors will be expected to work as a team in reviewing and considering farming operations in the county. This may require jointly meeting with farmers, borrowers or applicants, as well as creditors, farm suppliers or marketing agents. Only one contract would be awarded in rare cases where an individual or organization has the experience necessary to meet both of the Agency's needs. Also, in some cases, contractors will be able to serve more than one county office. The contractors will be used to analyze farming operations having serious financial and/or operational management problems as determined by the FmHA. The contractors will submit their findings in narrative form to the FmHA. Such reports to FmHA will become an official part of the county office case file.

In determining whether contractors can adequately serve more than one county office, State Directors will take into consideration the following:

1. Projected number of complex Farmer Program loan applications in each county office.
2. Number of Farmer Program loan borrowers two or more years delinquent in each county office.
3. Adverse economic or other unusual factors which has significantly deteriorated the financial condition of farm operators in the county.

Form FmHA 2024-1, "Miscellaneous Payment System," will be completed and used to request payment. Current FmHA Instruction 2024-P, Cost Payments, should be followed in preparing the form. For each contract, Form FmHA 2024-1, must have an "X" in the "Yes" box in the "SF 1099" block (Item No. 15) and show the tax identification number or Social Security Number in the "employers identification number" block (Item No. 16). Information on contracts awarded and funds obligated under this authority will be reported on Standard Form 281, "FPDS - Summary of Contract Actions of \$10,000 or Less." These contract obligations should be included in summaries required under Parts I and II of this form. In addition, under the "Remarks" block of this form the following information should be reported: (1) Total number of contracts and total dollars obligated under contracts for "Farm Credit Analysts," and (2) total number of contracts and total dollars obligated under contracts for "Farm Management Specialists." In accordance with FmHA Instruction 2024-Q, this report must be completed quarterly.

3. It will be necessary to determine if competition is available in a local area.
 - A. May be done by contacting potentially interested individuals and organizations in the area to be served.
 - B. May advertise through local sources i.e., post in Post Office, local newspaper, etc.
 - C. If no competition exists selection may be made, however, the contract file must be fully documented to support the absence of competition.
4. After reasonable time has lapsed for determining if competition exists quotes received will be sent to the State Director for technical evaluation by the TRC. County Supervisors should advise State Director if no quotes are received.
5. The TRC will technically review quotes and make recommendations to the contracting officer for contract award.
6. County Supervisors will inform the successful bidders and set up the first meeting to review the contract in detail, and establish the procedures outlined in paragraph k (Specifications-Articles or Services) of the contract.
7. Submit payment requests to the Finance Office in accordance with the instructions in the next to last paragraph of the AN.

SOLICITATION, QUOTATION, PURCHASE ORDER, INSPECTION, AND INVOICE

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

6. QUOTATIONS will be received at the Receiving Office until 3:00 P.M. local time, DATE: _____

6. a. This is a request for information and quotations furnished are not offers. This request does not commit the Government to pay any costs incurred in the preparation or the submission of this quotation, or to procure or contract for supplies or services. When submitting a quotation DO NOT EXECUTE BLOCK 10. If FmHA determines to issue purchase order on the basis of your quotation, Block 9 will be completed by the Government (constituting an offer and the form returned to you for your acceptance by the execution of Block 10.

7. SPECIFICATION - Articles or Services	QUOTATION
<p>All work to be completed within _____ calendar days after receipt of notice to proceed</p> <p>Contractor to provide professional farm management or farm credit analysis services to FmHA for farm loan applicants and borrowers of FmHA and for farmers requesting such services from FmHA, who are experiencing financial difficulties in their farming operations.</p> <p>This contract is being solicited under provisions of 41 USC 252 (c) (1).</p> <p>This procurement is totally set aside for small business.</p> <p>The following is attached and made a part of the solicitation and subsequent contract: Form AD 655, Form FmHA 120-11 "Continuation Sheets" 1-5 with Exhibits A, B, C and D. Exhibit B (2024-Q) must be completed and initialed by Contractor.</p>	<p>\$</p> <p>THE AGGREGATE A PURCHASED UNDER ORDER WILL NOT \$10,000.</p>

8a. This Section to be completed by Supplier - DATE SUBMITTED: _____	8b. \$
8c. Name and Address of Supplier (Street, City, State, Zip (Type or Print.))	

10. ACCEPTANCE OF ORDER (Contractor) The undersigned agrees to complete all work specified in strict accordance with the terms, specifications and the General Provisions on the reverse hereof, within the stated calendar days after receipt of notice to proceed	9. PURCHASE ORDER (This section for Government only) PURCHASE ORDER AMOUNT \$ _____ <input type="checkbox"/> You are directed to proceed with the work upon acceptance of this order in writing (Block 10) and its return to the issuing office. <input type="checkbox"/> Notice to proceed will be issued by Separate Letter. By _____ DATE _____ (Contracting Officer)
	CONTRACTOR _____ DATE _____

11. CONTRACT WORK INSPECTION AND ACCEPTANCE			
Date Completed	All Specifications were met when inspected by me on (Date)	SIGNATURE	TITLE

12. CONTRACTORS INVOICE		13. APPROVAL OF PAYMENT	
I certify that this invoice is correct and just and that payment thereof has not been received, and in consideration of the receipt of final payment sent to the Name and Address in 8c. I hereby release the United States of America from any and all obligations whatsoever arising under said contract, except as specifically reserved.		13a. PAYMENT Partial No. <input type="checkbox"/> Final <input type="checkbox"/>	
12a. DATE	12b. SIGNATURE (Payee or Payee's representative)	12c. TITLE	AMOUNT DUE \$
PAYMENT RECOMMENDED	13a. DATE	13b. SIGNATURE OF COR	
PAYMENT APPROVED	13c. DATE	13d. SIGNATURE OF CONTRACTING OFFICER	
REMARKS			

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GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the Government.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. DISCOUNTS - Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the Government whichever is later. Payment is made, for discount purposes, when checked is mailed.

4. DISPUTES - (a) Except as otherwise provided in this contract any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. The decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Head of the Agency. The decision of the Head of the Agency or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence in connection with any appeal proceedings under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above provided, that nothing in this contract shall be construed as making final the decision of any administrative official representative or board on a question of law.

5. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 USC 10 a-d) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

6. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 408(c)(2)) and Executive Order 11755, December 29, 1973.

7. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fees excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

9. FEDERAL, STATE, AND LOCAL TAXES - Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State and local taxes and duties in effect on the date of this contract but does not include any taxes from which the Government, the Contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this purchase order.

10. SERVICE CONTRACT ACT OF 1965 - (applies only to the contract for services unless the regulations of the

Department of Labor) -- Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4-6 if this were a contract in excess of \$2500, the contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. All regulations and interpretations of the Service Contract of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

11. CHANGES - The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following (1) *for supplies*: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith, (b) method of shipment or packing and (c) place of delivery, (ii) *for services, including but not limited to the following*: (a) specifications (including drawings and designs), (b) method or manner or performance of the work, (c) Government-furnished facilities, equipment, materials, services or site, or (d) directing acceleration in the performance of the work. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. *Provided, however*, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

12. TERMINATION FOR DEFAULT - The Contracting Officer, by written notice, may terminate the contract in whole or a part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies or services provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence the termination shall be a termination for convenience under paragraph 13.

13. TERMINATION FOR CONVENIENCE - The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8), in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

14. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U S C 203 41 USC 15). This contract may not be assigned unless or until the supplier has been requested and has accepted this order by an Acceptance hereon.

15. CLAUSES INCORPORATED BY REFERENCE - If the amount of this purchase order exceeds \$2500, the following clauses form a part of the purchase order and are hereby incorporated by reference Citations refer to the Federal Procurement Regulations. Text of the clauses may be obtained from the Contracting Officer

Employment of the Handicapped (1-12 1304)
Contract Work Hours and Safety Standards Act
(1-12 303)

Service Contract Act of 1965 (1-12 904-1) (when applicable this clause takes precedence over paragraph 10 above)

UNITED STATES DEPARTMENT OF AGRICULTURE

EMPLOYMENT OF THE HANDICAPPED

(The following clause is applicable to all contracts or purchase orders of \$2,500 or more, as required by the regulations of the Secretary of Labor.)

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

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USDA-FmHA
Form FmHA 120-11
(11-5-75)

SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 1

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

SPECIFICATIONS - Articles or services

- A. Background: Farmers Home Administration (FmHA) finds the need to expedite the process of analyzing farm loans and providing timely debt and farm management assistance to farm families.

Financial advice and/or farm management expertise from the private sector is being sought to provide assistance to FmHA for farmers who are in serious financial difficulty. Farm loan applicants/borrowers and farmers requesting such services who are experiencing financial and operational difficulties in their farming operations will have their operations reviewed and analyzed to enhance debt management and to improve the FmHA supervisory assistance programs.

- B. Qualifications of Suppliers: Responses are solicited only from prospective supplier who have had not less than 5 years recent professional farm management and/or farm lending experience.

The last 2 years professional farm lending experience must be in a commercial bank, life insurance company, Federal Land Bank, Production Credit Association or similar private lending institution. Credit experience must include as a minimum experience as a farm loan officer.

The last 2 years professional farm management experience must be in a private farm management service or firm, or as a private agricultural farm management consultant. Farm management experience must include as a minimum actual farm operation analysis a member of a private farm management firm or as a private farm management consultant.

Notwithstanding the above, individuals associated with an accredited College or University who have had a minimum of 5 years extension or class room experience in farm management or farm credit analysis may qualify under this contract.

Prior to being considered for an award, a prospective supplier must furnish written evidence of qualifications and experience. The qualification requirements of a prospective supplier shall extend to all members of supplier organizations who are to be used in performing contract work.

- C. Preparation of Quotations: Quotations may be submitted by completing Item Number eight (8) of Form FmHA 120-10, or copies thereof. Only quotations stated as hourly rates will be considered under this solicitation. FmHA will consider quotations up to \$20 per hour. Quotations over \$20 will not be considered. ENTER HOURLY RATE PROFESSIONAL FEE QUOTATION IN BLOCK 8b. Complete block 8c but do not sign block 10. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the quotation.

- D. Late Proposals, Modifications of Proposals, and Withdrawals of Proposals: (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is

USDA-FmHA
Form FmHA 120-11
(11-5-75)

SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 2

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

D. (Continued)

made, and: (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or (3) It is the only proposal received. (b) Any modification of a proposal except a modification resulting from the Contract Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) of this provision. (c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation. (d) The only acceptable evidence to establish: (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise, place impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.) (2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation. (e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. (f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided the identity is made known and the offeror or representative signs a receipt for the proposal prior to award. Note: The term "telegram" includes mailgrams.

- E. Technical Evaluation Criteria: Quotation will be evaluated on the basis of the technical factors shown below. Factors are listed in ascending order of importance when evaluating quotations. For example, "Experience and ability for managing and meeting deliverable schedules" is the least important, while "Applicable qualifications of the offeror (capabilities and experience) is the most important factor.

Criterion Category

Experience and ability for managing
and meeting deliverable schedules

SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 3

1.1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

Background and understanding
of services requested

Applicable qualifications of the
offeror (capabilities and
experience)

Cost, while not a weighed criteria, will be an important evaluation factor in selecting a Contractor under this Solicitation. However, the Government may award this contract to other than the lowest priced technically acceptable proposal if another proposal's technical merit justifies the additional cost. The degree of the importance of cost will increase with the degree of equality of proposals with regard to the other factors on which selection will be based.

F. Award of Contract: The award of contract is accomplished by issuance of a purchase order(s) and acceptance by a qualified supplier whose quotation conforms to the solicitation and is most advantageous to the Government. The Government may, when in its interest, reject any or all quotations or waive any informality in responses received. Multiple awards may be made under this solicitation if determined to be in the best interest of the Government.

G. Payment: The quoted fee(s) will be paid for completed work which is accepted by the Contracting Officer.

1. Contract Payments will include the following:

- a. Professional Fee (hourly rate x hours claimed for each case).
- b. Mileage -- Mileage for use of a privately-owned vehicle at the rate of 20.5c per mile will be paid from the county office to conduct official business. Mileage will be allowed from other points of beginning and ending only when the travel distance claimed is equal or less than the distance figured from the county office.
- c. Per Diem -- When in travel status for the direct performance of work under this contract, Contractor will receive per diem (food and lodging) in accordance with Federal Travel Regulations and USDA Regulations in 7 AR Chapter 4, "Traveling Expenses." All other costs and expenses; e.g., clerical, supplies, automobile repairs, are contractor expenses not reimbursable; and
- d. Telephone Tolls -- Contractor will be reimbursed for telephone tolls needed for the direct performance of work under this contract.

2. Payment will be made once monthly based upon acceptance of work by the Contracting Officer and after receipt and approval of the Contractor's invoices by the Contracting Officer. Invoices, in substantially the same format as shown by Exhibit A will be submitted together with copies of

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SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 4

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

G. (Continued)

written reports as outlined in the statement of work (Specifications) for each case assigned to the contractor.

H. Government furnished property:

1. The case file or loan docket to be reviewed by the Contractor as specified in this contract shall be made available for review at the appropriate county office during working hours. Copies of the case file and/or necessary forms and information will be provided for use by the Contractor in servicing the loan. Desk space may be provided to the Contractor for reviewing county office information.
2. Required FmHA regulations and documents shall be provided to the Contractor.
3. At no time will FmHA facilities, telephones, or equipment be used by the Contractor in performance of the work other than provided in H. 1. above.

I. Protection of Privileged Information: During the course of this contract, the Contractor will be given access to information of privileged nature. The Contractor shall not disclose or cause to be disclosed such information to anyone other than the Contracting Officer or the farmer without the farmer's approval at any time during and after the term of this contract, and further shall not use the information for any purpose other than in the formal review and analysis.

J. Contracting Officer's Responsibilities:

The Contracting Officers (CO) is authorized to take the following actions:

1. Verbally order the services listed in this contract.
2. Meet with the Contractor prior to the assignment of each case to explain the circumstances and provide the necessary technical direction.
3. In the case of FmHA borrowers/applicants, select the cases to be reviewed and analyzed by the Contractor.
4. Approve all work assignments prior to assigning the case to the Contractor.
5. In cases of FmHA borrowers/applicants, keep the original file and furnish the Contractor with copies of documents and information needed or make the file available for review in the county office.
6. In cases of farmers requesting farm management and credit analysis services, give advice or analysis based on the information received from the Contractor.
(Exhibit D contains a disclaimer statement)
7. Approve the cost breakdown on Exhibit A prior to payment. Spot checks of the Contractor's work will be made by the Contracting Officer to assure that the work is satisfactory.
8. Not assign cases to the Contractors where a conflict of interest exist or appear to exist.
9. Remove cases assigned to a Contractor.

k. Expert Witness Testimony: In the event the Contractor is requested by the Contracting Officer to present testimony at any hearing or legal proceeding, county committee

SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 5

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

K. (Continued)

meeting or appeal hearing the Contractor agreed to perform such services for the quoted fee rate plus reimbursement as provided in Paragraph G (Specification-Article or Services) of this contract. If the farmer requests attendance at any hearing or legal proceeding, county committee meeting or appeal hearing, the cost of attendance will be paid by the farmer.

L. Contractor Identification: For each applicant/borrower/farmer the Contracting Office will issue a letter of Identification for use in contacts during the term of the contract. Exhibit C will be used for FmHA applicants/borrowers and Exhibit D will be used for farmers requesting advice or analysis. The Contractor will present this letter to each applicant/borrower/farmer at the time of the first visit. One copy is to be retained by the applicant/borrower/farmer. One copy of the Letter of Identification is to be acknowledged by the applicant/borrower/farmer and returned to the Contractor for placement in the Contractor's file.

M. Statement of Work (specifications) In order to obtain the objectives of this contract the Contractor will:

1. Provide professional services to the Contracting Officer as follows:
 - a. Review and analyze the financial or management conditions of farming operations of farm loan applicants or borrowers.
 - b. Analyze the financial or management condition of farming operations in serious financial difficulty.
 - c. Attend meetings of the county committee, farmers, applicants, and borrowers to discuss farm management and credit practices when requested to do so by the Contracting Officer.
2. Perform the following functions in the above cases at the request of the Contracting Officer.
 - a. Review and analyze past performance of the farm operator including changes in financial position.
 - b. Review and analyze the farm operator's current year plan of operation for feasibility.
 - c. Review and analyze the projected plan of operation for feasibility.
 - d. Identify deficiencies in the farm operation and make recommendations to the Contracting Officer on plans of action for resolving such deficiencies.
 - e. Prepare a narrative report covering as a minimum the functions described above in M. 2. a., M. 2. b., M. 2. c. and M. 2. d. and advise whether additional technical assistance is needed.
 - f. Submit two copies of the report to the Contracting Officer within 5 days of completing the review and analysis.

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USDA-FmHA
Form FmHA 120-11
(11-5-75)

SOLICITATION, QUOTATION, PURCHASE ORDER CONTINUATION SHEET NO. 6

1. ISSUING OFFICE AND RECEIVING OFFICE	2. CASE NUMBER Multiple	3. DATE OF SOLICITATION
	4. ADVICE NUMBER N/A	5. SOLICITATION NUMBER

M. (Continued)

3. Work jointly with and cooperate with the farm lending or farm management expert, if available in the county, to perform the services and functions in M. 1. and M. 2. above when requested to do so by the Contracting Officer.
4. Not accept the assignments of any case where there is or appears to be a conflict of interest.

ALL FINAL DECISIONS REGARDING FmHA LOANS ARE MADE ONLY BY FmHA EMPLOYEES.

1092(1924)

EXHIBIT A

(Contractor's Letterhead)

REFERENCE:

Contract Number - _____

Date of Order - _____

Date Submitted - _____

Name of Borrower/Applicant/Farmer - _____

INVOICE DETAIL:

1. Professional fee - \$ (Amount Quoted) x hours.....\$ _____

2. Mileage -

No. of Miles _____ rate per mile \$ _____.....\$ _____

3. Per Diem -

Total Lodging \$ _____ + No. of Nights _____ = Average Rate Per Night \$ _____

Round to Next Dollar \$ _____ + Fixed Rate \$ _____ = Per Diem Rate \$ _____

Per Diem Rate \$ _____ x Per Diem Days _____ =

TOTAL PER DIEM.....\$ _____

4. Telephone Tolls -

Telephone tolls (Number).....\$ _____

5. Total This Account.....\$ _____

"EXHIBIT B"

FmHA Instruction 2024-Q

REPRESENTATIONS AND CERTIFICATIONS1. SMALL BUSINESS

This () is, () is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder () will, () will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

2. DISADVANTAGED BUSINESS (MINORITY BUSINESS ENTERPRISE)

This () is, () is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 51 percent of which is owned by minority group members, or in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, Asian-Pacific Americans, and Native Americans. Native Americans means American Indians, Eskimos, Aleuts and native Hawaiians. Asian-Pacific Americans means U.S. citizens whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan.

3. WOMAN-OWNED BUSINESS

The offeror represents that the firm submitting this offer () is, () is not, a women-owned business. A women-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management. For the purpose of this definition, business trusts are exempted. Exempted businesses may voluntarily represent that they are or are not women-owned, if this information is available.

EXHIBIT C

Contractor
Farmers Home Administration, USDA

Applicants/Borrowers of Farmers Home Administration

This letter will introduce _____, who has been awarded a
Name
contract for the purpose of providing FmHA information on its loan
applicants or borrowers so that it can provide management assistance and
credit supervision.

This contractor may receive and record information necessary for reviewing
and analyzing farm loans. This contractor is contractually bound by the
same requirement of information confidentiality as are Government
employees.

This contractor will only make recommendations to Farmers Home
Administration concerning the making and servicing of farm loans. ALL
FINAL DECISIONS REGARDING FmHA LOANS ARE MADE ONLY BY Farmers Home
Administration employees.

CONTRACTOR'S SIGNATURE

FmHA CONTRACTING OFFICER

Date

Acknowledge receipt of a copy of this letter

BORROWER/APPLICANT

Date

BORROWER/APPLICANT

EXHIBIT D

Farmer

Farmers Requesting Farm Management Advice or Credit Analysis

This letter will introduce _____ who has been awarded a contract for the purpose of providing information to the Farmers Home Administration (FmHA) so that it can provide you with the farm management advice or credit analysis which you have requested.

The Contractor is contractually bound by the same requirements of information confidentially as are FmHA employees. Information developed by the Contractor will be submitted to the FmHA.

FmHA may provide you with farm management advice or credit analysis based on this information, however, it is up to you alone to decide what actions, if any, to take after receiving this advice or analysis. the FmHA or its agents are not responsible for any decisions made as a result of your receiving this advice or analysis.

CONTRACTOR'S SIGNATURE

FmHA CONTRACTING OFFICER

DATE

Acknowledge receipt of a copy of this letter.

FARMER

DATE

FARMER